

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

UNITED STATES OF AMERICA

CASE NO 3:16-CR-187-MO

VS

JAMIE FAYE COBAT, dba artificial entity

Affiant/Defendant.

by; jamie faye; of family Cobat - A Living Soul, as Sui Juris

Date: 27, June 2017

To: Michael S. Mosman

To: Mary L. Moran

the above case is;



ACCEPTED FOR HONOR ON BEHALF OF
THE UNITED STATES

ACCEPTED FOR VALUE AND CONSIDERATION, EXEMPT FROM LEVY,
WITH HONOR. PLEASE DEPOSIT TO ACCOUNT of UNITED STATES,

50 USC 4305 B (2) "Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder." (formerly 12 USC 95 (A) (2))

Pay to the order of the UNITED STATES TREASURY

Without Recourse

Instructions and Orders:

Accepted for value, Exempt from Levy
H.J. Res. 192, 73rd Cong., 1st Sess. Approved June 5, 1933, 4:30 p.m.
Executive Order 6102
Notice of Mandate Authority by Claim of Right

Signature Jamie Faye Cobat / DATE: 06/27/2017 27th day, of June, 2017
Exemption ID# JAMIE FAYE COBAT / 543-78-0979 SS#
Deposit to the U.S. Treasury DBA The Internal Revenue Service
Charge the same to JAMIE FAYE COBAT 543780979 CUSIP branch with the
remittance.
B03119906
Case # 3:16-CR-187-MO

I have accepted this on behalf of the United States. Here is the clear concise and unequivocal Mandate/transfer order, you may collect at

Department of The Treasury
1500 Pennsylvania Avenue, N.W. Washington, D.C. 20220,

my obligation to the court is done as per 50 USC 4305 b(2) "formerly 12 USC 95(a)"
As we the people are the highest authority in the land, we have the authority to create a
mandate.

Warning: If notice is not answered or mandate is not performed, silence confirms claim,
otherwise liability has been imposed in the public without remedy.
Respond or perform mandate within (15) Fifteen, Days of receiving this notice.

Respectfully Submitted, Without prejudice, Without recourse
jamie faye: Cobat

"Title 28 U.S. Code Chapter 176 - The Federal Debt Collection Procedure places all courts
under equity and commerce and under the International Monetary Fund."

*

The IRS is not a U.S. Government Agency. It is an Agency of the IMF.
(Diversified Metal Products v. IRS et al. CV-93-405E-EJE U.S.D.C.D.I., Public Law 94-564,
Senate Report 94-1148 pg. 5967, Reorganization Plan No. 26, Public Law 102-391.) 2.

The IMF is an Agency of the UN. (Blacks Law Dictionary 6th Ed. Pg. 816) 3.
The U.S. Has not had a Treasury since 1921.

*

The U.S. Treasury is now the IMF. (Presidential Documents Volume 29-No.4 pg. 113, 22 U.S.C. 285-288)

*

"Federal Rules of Civil Procedure (FRCP) 4j states that the Court jurisdiction and immunity fall under a foreign state."

*

"Title 28 U.S. Code 3002 Section 15A states United States is a Federal Corporation and not a government, including the Judicial Procedural Section."

*

"Title 8 U.S. Code 1481 states once an oath of office is taken, citizenship is relinquished, thus one becomes a foreign entity, agency, or state. That means every public office is a foreign state, including all political subdivisions. (i.e. every single court is considered a separate foreign entity)."

UCC 1-308, UCC 1-207, UCC 3-419, UCC 10-104, UCC1-104, PUBLIC POLICY 73-10, TITLE 18 SECTION 8, USC 3123, USC 5103, HOUSE JOINT RESOLUTION 192 OF JUNE 5 1933, ARTICLE 6 CLAUSE 3 CONSTITUTION, UNDER 10TH & 14TH AMENDMENT, USC TITLE 18 PART I CHAPTER 13 U.S CIVIL CODE 241 & 242, "Marbury v. Madison 5 U.S. 137 1803,

CONTRACT LAW, ADMIRALTY LAW, TRUST LAW, COMMON LAW JURISDICTION, § 1-103.



STATE OF OREGON,

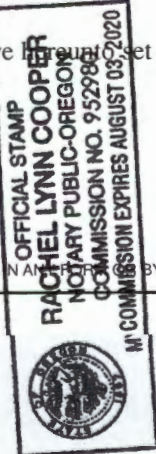
County of Lake

} ss.

On June 30, 2017 before me personally appeared Jamie Faye Cobat

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Rachel Cooper

Notary Public for Oregon

My commission expires Aug. 03, 2020

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

CEASE AND DESIST

Nemo me impune lacessit.

PRIVATE

THIS IS NOT A PUBLIC COMMUNICATION

Notice to agent is Notice to principle

Notice to principle is Notice to Agent

Applications to all successors and assigns

From: jamie faye; Cobat Family

Always retaining all rights.

Care of postal service address:

2189 Mayfly St.

Lebanon, Oregon union state

USA without USDC

Zip exempt, but near 97355

TO:

To: U.S. DISTRICT COURT

MARK O. HATFIELD U.S. Courthouse

Attn: Federal Courthouse, U.S. Marshall's and to all it may concern.

1000 SW 3rd Ave. NW

Washington DC 20224

Attachments:

- 1) Birth certificate.

It is a fact that: I am a natural born, American State National of Oregon State, in its constitutional capacity, as one of the several states of the Union. And I am an inhabitant thereof.

It is a fact that: My birth certificate is proof that I am a State Citizens. See attached birth certificate.

It is a fact that: I am not a United States citizen, resident, person, individual or any other legal fiction, nor have I ever been.

It is a fact that: I explicitly reserve all of my rights always and forevermore.

It is a fact that: That the United States, with intent and great deception, uses the term "United States citizen", to deprive the people of their rights, their birth rights, their property and freedom. And further, to relegate the status of the people, to that of livestock or chattel.

I owe you nothing nor do you have any jurisdiction over me. Your constant unceasing letters from you and your satellite departments that harass, threatens, attempts at coercion, scare tactics, stalking and all other actions are depriving me of our right to tranquility guaranteed by the preamble of, and the rest of the constitution for the United States of America. You are violating the RICO laws, stocking laws, mail fraud laws, depriving rights under color of law as well as the common law and the constitution. Your actions are also acts of treason and tyranny.

CEASE AND DESIST

Nemo me impune lacessit.

I ORDER YOU TO CEASE AND DESIST ALL ACTIVITIES AGAINST ME!

Jamie Faye; Cobat House and Family thereof

Seventeenth day of July in the year of our Lord 2017

By: _____

**Without Prejudice - Without Recourse
UCC 1-308**

Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal

A BID Bond

BID BOND (Under \$100K)

Application: This bond guarantees that if bid of principal is low, they will enter into a contract and file a Performance Bond.

BID BOND (Over \$100K)

Application: This bond guarantees that if bid of principal is low, they will enter into a contract and file a Performance Bond.

Payment & Performance Bond

PAYMENT BOND (Under \$100K)

Application:

A payment bond is given by a contractor to guarantee payment, subject to the bond terms, for, which he/she is obligated to perform under the contract. This liability may be contained in the performance bond, in which case a separate labor and material bond (payment bond) is not issued.

PAYMENT BOND (Under \$100K)

Application:

A payment bond is given by a contractor to guarantee payment, subject to the bond terms, for, which he/she is obligated to perform under the contract. This liability may be contained in the performance bond, in which case a separate labor and material bond (payment bond) is not issued.

PERFORMANCE BOND (Under \$100K)

Application: The Contract Performance Bond is given by a contractor to an owner guarantees that they will faithfully perform the terms and conditions of a written contract.

PERFORMANCE BOND (Under \$100K)

Application: The Contract Performance Bond is given by a contractor to an owner guarantees that they will faithfully perform the terms and conditions of a written contract.

.....

Admiralty Bond

Application: Miscellaneous & Personal Financial

Court bonds filed in connection with litigation under maritime law

Query

WARNING: Search results from this screen are NOT on PACER charges. Please be as specific as possible

Search Clues Mobile Query

Case Number

3:16-cr-00187

or search by

Case Status:

☐ Open ☐ Closed ☒ All

Filed Date

to

Last Entry Date

to

Nature of Suit

110 (Insurance)
120 (Contract: Marine)
130 (Miller Act)

Cause of Action

00:0000 (00:0000 Cause Code Unknown)
02:0431 (02:431 Fed. Election Commission: Failure Enforce C)
02:0437 (02:437 Federal Election Commission)

Last/Business Name

cobat ☐ Exact matches only

First Name

jamie

Middle Name

faye

Type

Run Query

Clear



Surety Bonds



31 C.F.R. § 224.6 - Sample Power of Attorney

A surety appointing an individual as its process agent, pursuant to 31 U.S.C. § 9306 and 31 C.F.R. Part 224, may use the following language to meet applicable power of attorney requirements. *While use of this sample language is not required, any power of attorney filed should use substantially the same terms:*

Know all men by these presents, that the ----- a corporation existing under and by virtue of the laws of the State of ----- and having its principal office at -----, desiring to comply with section 9306 of Title 31, United States Code, hereby constitutes and appoints -----, of -----, its true and lawful attorney and agent in and for the ----- judicial district of -----, upon whom all lawful process in any action or proceeding against the company in said district may be served in like manner and with the same effect as if the company existed therein, and who is authorized to enter an appearance in its behalf.

In witness whereof the said company, pursuant to proper authority of its board of directors or other governing body, has caused these presents to be subscribed by its ----- president and its corporate seal to be affixed hereto this ----- day of -----, a.d. 20--

[Corporate Seal]

----- President,
State of -----
County of -----, ss:

On this ----- day of -----, a.d. 20--, before me appeared -----, president of the ----- Company, who being duly sworn, says that he is ----- president of the ----- Company; that he knows the corporate seal of the company; that the seal affixed to the foregoing instrument is such corporate seal; that it was affixed by order of the board of directors or other governing body of said company, and that he signed said instrument as ----- president of said company by like authority.

[Notary Seal]

REINSURANCE AGREEMENT FOR A BOND STATUTE PERFORMANCE BOND

(See instructions on reverse)

OMB Control Number: 9000-0045

Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*		2A. AMOUNT OF THIS REINSURANCE (\$)	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NUMBER	4B. DATE OF BOND	4C. BOND NUMBER
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States, and the performance bond was furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of the agreement.

TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

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Previous edition is usable

STANDARD FORM 273 (REV. 4/2013)
Prescribed by GSA - FAR (48 CFR) 53.228(h)

5. DIRECT WRITING COMPANY		
5A(1) SIGNATURE	(2) ATTEST: SIGNATURE	Corporate Seal
5B(1) NAME AND TITLE (Typed)	(2) NAME AND TITLE (Typed)	
6. REINSURING COMPANY		
6A(1) SIGNATURE	(2) ATTEST: SIGNATURE	Corporate Seal
6B(1) NAME AND TITLE (Typed)	(2) NAME AND TITLE (Typed)	

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT FOR A BONDS STATUTE PAYMENT BOND

(See instructions on reverse)

OMB Control Number: 9000-0045
Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*		2A. AMOUNT OF THIS REINSURANCE \$	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NUMBER	4B. DATE OF BOND	4C. BOND NUMBER
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:

1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance;" and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

*Items 1, 2, 4D - furnished legal name, business address and ZIP Code.

(Over)

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Previous edition is usable

STANDARD FORM 274 (REV. 4/2013)
Prescribed by GSA - FAR (48 CFR) 53.228(i)

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by 40 U.S.C. 3133 may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY

5A. (1) SIGNATURE	(2) ATTEST: SIGNATURE	Corporate Seal
5B. (1) NAME AND TITLE (Typed)	(2) NAME AND TITLE (Typed)	

6. REINSURING COMPANY

6A. (1) SIGNATURE	(2) ATTEST: SIGNATURE	Corporate Seal
6B. (1) NAME AND TITLE (Typed)	(2) NAME AND TITLE (Typed)	

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filled with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES

(See instructions on reverse)

OMB Control Number: 9000-0045
Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. DIRECT WRITING COMPANY*

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

1B. STATE OF INCORPORATION

2. REINSURING COMPANY*

2A. AMOUNT OF THIS REINSURANCE (\$)

2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT

2C. STATE OF INCORPORATION

3. DESCRIPTION OF BOND

3A. DESCRIPTION OF BOND (Type, purpose etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)

3B. PENAL SUM OF BOND

\$

3C. DATE OF BOND

3D. BOND NUMBER

3E. PRINCIPAL*

3F. STATE OF INCORPORATION (If Corporate Principal)

AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

THEREFORE:

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

WITNESS

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above – written opposite their respective names.

(Over)

*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

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Previous edition usable

STANDARD FORM 275 (REV. 10-98)
Prescribed by GSA-FAR (48 CFR) 53.228(j)

4. DIRECT WRITING COMPANY

4A.(1). SIGNATURE	(2). ATTEST: SIGNATURE	Corporate Seal
4B.(1). NAME AND TITLE <i>(Typed)</i>	4B.(2). NAME AND TITLE <i>(Typed)</i>	

5. REINSURING COMPANY

5A.(1). SIGNATURE	(2). ATTEST: SIGNATURE	Corporate Seal
5B.(1). NAME AND TITLE <i>(Typed)</i>	5B.(2). NAME AND TITLE <i>(Typed)</i>	

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

DEPARTMENT OF THE TREASURY
FINANCIAL MANAGEMENT SERVICE
HYATTSVILLE, MD 20782

SAMPLE II
SCHEDULE OF EXCESS RISKS

OMB No. 1510-0004
Exp. Date: 05/31/2008

Number	Date	Principal (If Surety) Or Class (If Other Lines)	Obligee (If Fidelity Or Surety) Or Insured (If Other Lines)	Amounts of Risks		Net Retention	Coinsurance Or Reinsurance				Market Value Of Admissible Assets Pledged (Attach Copy Of Trust, Joint Control Or Indemnity Agreement)	Retention For Treasury Purposes	Remarks
				Penal Sum (If Bond) Or Face Amount (If Policy)	Maximum Liability (If Less Than Penal Sum Or Face Amount)		Date Of Coinsurance Or Reinsurance	Name Of Coinsuring Or Reinsuring Company	Amount of Treasury Authorized Coinsurance (Denote With*) Or Authorized Reinsurance	Amount of Unauthorized Coinsurance (Denote With*) Or Unauthorized Reinsurance			
Various	1/1/XX 3/31/XX	Multiple Peril (Quota Share)	Various	\$5,000,000 (None larger) All reinsured in same manner		\$50,000		A.B.C. Reinsurance Co. A.A.A. Reinsurance Co. B.B.B. Reinsurance Co. C.C.C. Reinsurance Co. D.D.D. Reinsurance Co.	\$1,000,000 \$1,000,000 \$1,000,000 \$ 950,000 \$3,950,000	 \$1,000,000 \$1,000,000		\$1,050,000	
Various	1/1/XX 3/31/XX	Multiple Peril Surplus & Pool	Various	\$5,000,000 (None larger) All reinsured in same manner		\$50,000		First Surplus 1/ Combination Pool 2/	\$4,000,000 \$4,000,000	 \$950,000 \$950,000		\$1,000,000	
Various	1/1/XX through 3/31/XX	BI-PD & EL & Single Limit Liability. None in Excess of Amount shown in penal sum or Face Amount column	Various	\$10,000,000		\$250,000	1/1/XX through 3/31/XX	Reinsurance Company & Mutual Reinsurance Co. - 50% - 50% respectively	\$9,750,000 Excess of \$250,000			\$250,000	
Various	1/1/XX through 3/31/XX	Single Limit Liability. None in Excess of Amount Shown in Penalty or Face Amount column	Various	\$10,000,000		\$95,000	1/1/XX through 3/31/XX	Mutual Underwriters Association	\$9,905,000			\$95,000	
Various	1/1/XX through 3/31/XX	Boiler & Machinery. No policy issued in excess of \$1,000,000 per location. No policy issued covers more than 10 locations.	Various	\$10,000,000	\$1,000,000 per location	\$100,000 per location	1/1/XX through 3/31/XX	X.Y.Z. Reinsurance Company		\$900,000 per location		\$1,000,000	
<p>1/ List first surplus participants and percentage per 2/ List combination pool participants percentage and participants may be listed under (Please refer to one side or on attached)</p>													

DEPARTMENT OF THE TREASURY
FINANCIAL MANAGEMENT SERVICE
HYATTSVILLE, MD 20782

SAMPLE II
SCHEDULE OF EXCESS RISKS

OMB No. 1510-0004
Exp. Date: 05/31/2008

Company Name _____ XXXX
Location of Company _____ XXXX
NAIC Company Code _____ XXXX
Quarter Ended _____ XXXX
Treasury Underwriting Limitation _____ 1,100,000

Contact Person _____ XXXX
Contact Person Title _____ XXXX
Contact Person Telephone No. _____ XXXX
Contact Person E-Mail _____ XXXX

Report each risk written in excess of the underwriting limitation established by the Treasury. (This applies to casualty and other lines of business as well as surety risks whether or not the United States is obligee.) In protecting excess risks, the underwriting limitation in force on the date of the execution of the risk, as shown in Treasury Circular 570, will govern absolutely.

Number	Date	Principal (If Surety) Or Class (If Other Lines)	Obligee (If Fidelity Or Surety) Or Insured (If Other Lines)	Amounts of Risks		Net Retention	Coinsurance Or Reinsurance				Market Value Of Admissible Assets Pledged (Attach Copy Of Trust, Joint Control Or Indemnity Agreement)	Retention For Treasury Purposes	Remarks
				Penal Sum (If Bond) Or Face Amount (If Policy)	Maximum Liability (If Less Than Penal Sum Or Face Amount)		Date Of Coinsurance Or Reinsurance	Name Of Coinsuring Or Reinsuring Company	Amount of Treasury Authorized Coinsurance (Denote With*) Or Authorized Reinsurance	Amount of Unauthorized Coinsurance (Denote With*) Or Unauthorized Reinsurance			
						TREATY REINSURANCE							
Various	1/1/XX 3/31/XX	Umbrella Liability Excess of Loss - Commercial and Personal	Various	\$1,000,000 (None larger) All reinsured in same manner		\$50,000		A.B. C. Reinsurance Co.					
								37 1/2%-Excess 50M Retention A.A.A. Reinsurance Co.	\$356,250				
								37 1/2%-Excess 50M Retention B.B.B. Reinsurance Co.	\$356,250				
								15%-Excess 50M Retention C.C.C. Reinsurance Co.	\$142,500				
								10%-Excess 50M Retention					
						\$50,000							
										\$95,000			
										\$855,000	\$95,000		\$145,000

State of _____ XXX
County of _____ XXX

_____, President, and _____, Secretary of the _____ COMPANY NAME _____ of _____ Town, State _____, being duly sworn, depose and say, and each for himself says, that they are the above-described officers of the said company, that the foregoing schedule (with the accompanying exhibits) contains a full, true, and correct statement of all recognizances, stipulations, bonds, undertakings, or other risks, wherein the liabilities are in excess of its Treasury underwriting limitation, executed by the said company and its agents on behalf of any individual, firm, association, or corporation, during the quarter ended _____, 20 ____; and, further, that the statements and declarations contained herein are correct and true in every particular.

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public

AFFIDAVIT

Secretary

NOTE TO PRESIDENT AND SECRETARY: If any amount in the "Retention for Treasury Purposes" column exceeds the "Treasury Underwriting Limitation", it is probable that applicable Treasury regulations have been violated (see Treasury Circular 297, sections 223.10, .11 and .13). If so, immediate remedial measures are required to comply with the regulations.



SAMPLE

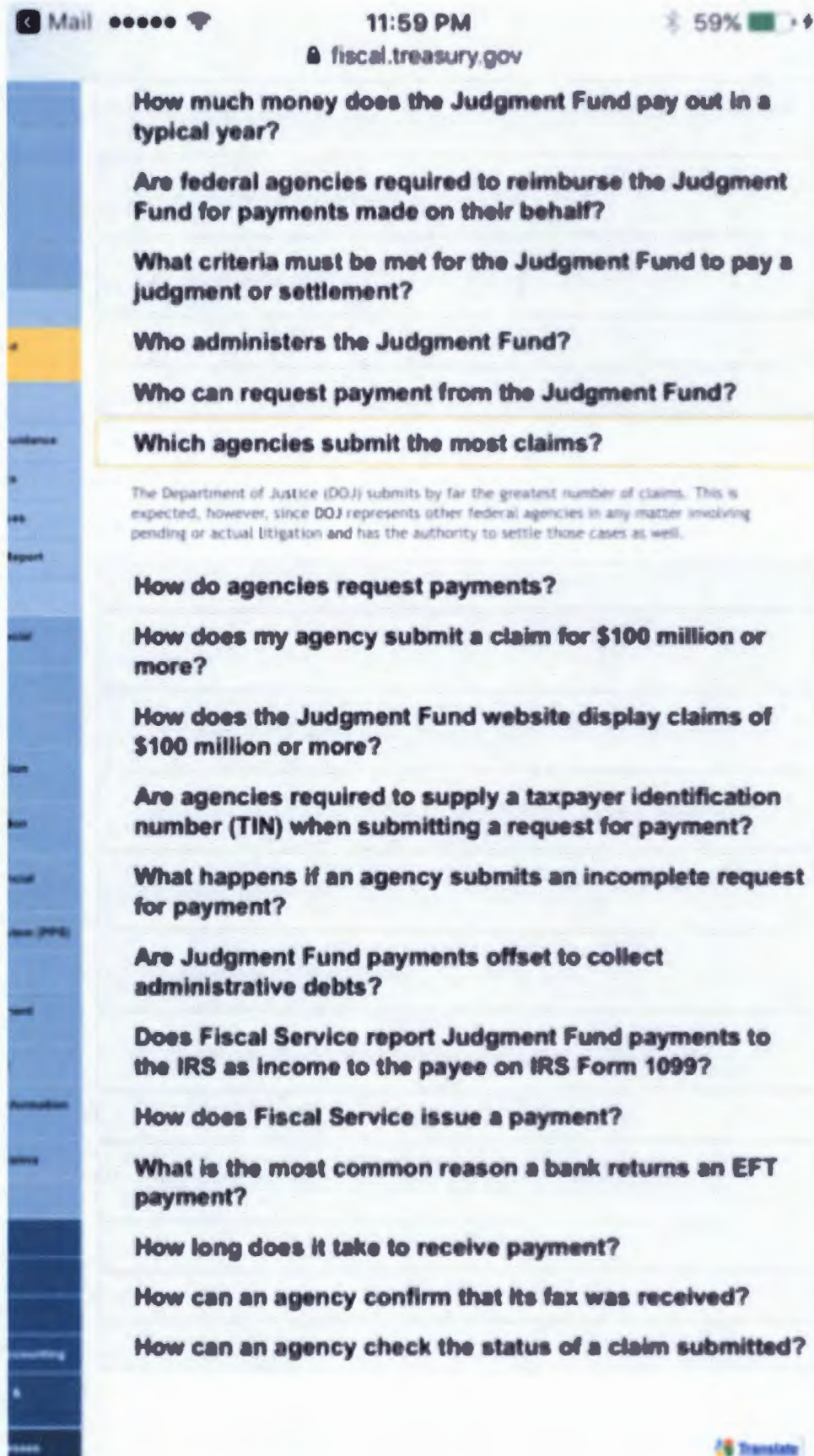
LIST OF DATA ITEM #15

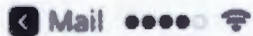
COMPANY NAME _____ AS OF DATE _____ POLICYHOLDERS' SURPLUS AS OF 12/31/____ - _____

SUMMARY OF REINSURANCE TREATIES ON ALL LINES OF BUSINESS

(1) TREATY NO.	(2) LINE OF BUSL	(3) TYPE OF TREATY	(4) AMT. OF COVERAGE (\$)	(5) RETENTION (\$)	(6) AUTHORIZED REINSURERS 1		(7) UNAUTHORIZED REINSURERS 1		(8) (ADD COLS. 5 & 7) NET RETENTION (\$)
					CO. NAME	AMOUNT	CO. NAME	AMOUNT	
1345A	PROPERTY	QUOTA SHARE	\$70,000	\$30,000	ABC CO.	\$30,000	XYZ CO.	\$10,000	\$40,000
TOTALS				\$30,000				\$10,000	\$40,000

1 Authorized reinsurers are companies recognized by the Treasury Department either as Certified companies or Admitted Reinsurers. Likewise, unauthorized reinsurers do not have Treasury recognition. To verify, refer to the latest list of both in your application package, or call the Treasury Department at (202) 874-6850 and speak with a financial analyst.





12:00 AM



fiscal.treasury.gov

Are federal agencies required to reimburse the Judgment Fund for payments made on their behalf?

What criteria must be met for the Judgment Fund to pay a judgment or settlement?

Who administers the Judgment Fund?

Who can request payment from the Judgment Fund?

Which agencies submit the most claims?

How do agencies request payments?

How does my agency submit a claim for \$100 million or more?

The Judgment Fund Internet Claims System (JFICS) has a 10 character limit in the payment amount field. Therefore, if the claim you're submitting is for \$100 million or more, you'll need to break the total amount into smaller components, none of which may exceed \$99,999,999.99. You'll submit each of these components into JFICS as a separate claim using the same claim information for each component. Each of these components will be assigned the same control number. If you're submitting your claim by fax, you may submit a claim for \$100 million or more on a single set of submission forms.

How does the Judgment Fund website display claims of \$100 million or more?

Are agencies required to supply a taxpayer identification number (TIN) when submitting a request for payment?

What happens if an agency submits an incomplete request for payment?

Are Judgment Fund payments offset to collect administrative debts?

Does Fiscal Service report Judgment Fund payments to the IRS as income to the payee on IRS Form 1099?

How does Fiscal Service issue a payment?

What is the most common reason a bank returns an EFT payment?

How long does it take to receive payment?

How can an agency confirm that its fax was received?

How can an agency check the status of a claim subm Translate

Mail

12:02 AM

61%

fiscal.treasury.gov

How do agencies submit the most common

How do agencies request payments?

How does my agency submit a claim for \$100 million or more?

How does the Judgment Fund website display claims of \$100 million or more?

Are agencies required to supply a taxpayer identification number (TIN) when submitting a request for payment?

What happens if an agency submits an incomplete request for payment?

Are Judgment Fund payments offset to collect administrative debts?

Yes, separate and apart from its role as administrator of the Judgment Fund, Fiscal Service, in its role as chief disbursing officer for the executive branch, offsets Judgment Fund payments to collect delinquent, nontax Federal debts through the Treasury Offset Program (TOP). [Offset Of Payments From The Judgment Fund.](#)

Does Fiscal Service report Judgment Fund payments to the IRS as income to the payee on IRS Form 1099?

How does Fiscal Service issue a payment?

What is the most common reason a bank returns an EFT payment?

How long does it take to receive payment?

How can an agency confirm that its fax was received?

How can an agency check the status of a claim submitted?



Fiscal Service Websites

TreasuryDirect.gov
Administrative Processing Center (APC)
Treasury.gov

Other Treasury Bureaus

The Alcohol and Tobacco Tax and Trade Bureau
Bureau of Engineering & Printing
Bureau of the Fiscal Service

Other Government Websites

USA.gov
USACMS.gov
GSA.gov



Mail 12:02 AM 61%

fiscal.treasury.gov

How does my agency submit a claim for \$100 million or more?

How does the Judgment Fund website display claims of \$100 million or more?

Are agencies required to supply a taxpayer identification number (TIN) when submitting a request for payment?

What happens if an agency submits an incomplete request for payment?

Are Judgment Fund payments offset to collect administrative debts?

Does Fiscal Service report Judgment Fund payments to the IRS as income to the payee on IRS Form 1099?

No, Fiscal Service does not report Judgment Fund payments as potential taxable income to the IRS. It's the responsibility of the agency submitting the payment request to so issue a Form 1099, if one is needed.

How does Fiscal Service issue a payment?

What is the most common reason a bank returns an EFT payment?

How long does it take to receive payment?

How can an agency confirm that its fax was received?

How can an agency check the status of a claim submitted?

Fiscal Service

Links	Fiscal Service Websites	Other Treasury Bureau	Other Government Websites
FACs	TreasuryDirect.gov	The Alcohol and Tobacco Tax and Trade Bureau	etfs.gov
Carriers	Administrative Resource Center (ARC)	Bureau of Engineering & Printing	USAID.gov
A-2 Vendors	Do Not Pay	Community Development Financial Institutions Fund	USA.gov
Secretary		Financial Crimes Enforcement Network (FinCEN)	MySBA.gov
Training & Events		Internal Revenue Service	USA.gov
Human Resources		Office of the Comptroller of the Currency	Regulations.gov
		U.S. Mint	PaymentAccounting.gov
			BusinessUSA.gov
			DoNotPay.net

Last updated March 16, 2017

Translate

